

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

In re:

RANDALL'S ISLAND FAMILY GOLF
CENTERS, INC., et al,

Debtors.

-----X

Chapter 11
Case No. 00-41065 (SMB)

BERNSTEIN, C.J.

NOTICE OF MOTION

PLEASE TAKE NOTICE that upon the annexed affidavit of EILEEN MARGOLIN-KLEIN, ESQ., dated December 28, 2000, CHRISTINA AMBROSIO, the undersigned will move this Court at the Alexander Hamilton Custom House, 1 Bowling Green, New York, New York, before the Honorable Stuart M. Bernstein, Chief Judge, on the 17th day of January, 2001 at 10 a.m., or as soon thereafter as counsel can be heard, for an order pursuant to 11 U.S.C. Section 362(d)(2), modifying the stay imposed by the filing of this Chapter 11 proceeding to permit Movant to proceed with his lawsuit, in which debtors are defendants, against certain insurance policies held by the defendants-debtors.

Dated: December 28, 2000
Manalapan, New Jersey

Yours, etc.,

SCOTT H. SEKULER, ESQ.

By: 

EILEEN MARGOLIN-KLEIN, ESQ.
Attorney for Movant
CHRISTINA AMBROSIO
100 Craig Road, Suite 102
Manalapan, New Jersey 07726
(732) 431-0755

U.S. BANKRUPTCY COURT
FILED
2000 DEC 29 A 11:17
S.D. OF N.Y.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

RANDALL'S ISLAND FAMILY GOLF
CENTER, INC., et al,

Debtors.

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Chapter 11

Case No. 00-41065 (SMB)

BERNSTEIN, C.J.

ATTORNEY AFFIDAVIT

STATE OF NEW JERSEY)
) ss:
COUNTY OF MONMOUTH)

EILEEN MARGOLIN-KLEIN, ESQ., of full age, being duly sworn,
deposes and says the following:

1. I am an associate of Scott H. Sekuler, Esq., attorney for Christina Ambrosio, Movant herein and as such I am fully familiar with the facts and circumstances herein.
2. I make this affidavit in support of the motion to modify the stay imposed by the filing of this Chapter 11 proceeding to permit Movant to proceed with her civil lawsuit, in which the debtor is a defendant against certain insurance policies held by the defendants.
3. Movant resides at 2038 Shaw Drive, North Merrick, County of Nassau, State of New York.
4. On December 23, 1995, at approximately 4:35 p.m., Movant sustained serious personal injuries to her lower leg, to wit, a fracture, while on the defendants-debtors' premises.
5. A lawsuit was commenced by Movant by the service of a Summons and Complaint on August 3, 1998, in the Superior Court of New Jersey, County of Bergen, naming the debtors, Recreational Management Corp./Campgaw Mountain as defendants. The County of Bergen was also named as a co-defendant.

Issue was joined on December 8, 1998, when the defendants-debtors interposed an Answer. Copies of the pleadings are collectively annexed hereto as Exhibit "A."

6. On or about May 4, 2000, the above-referenced Debtors filed a petition for relief under Chapter 11 of Title 11 of the United States Bankruptcy Code. At that time, all actions against the debtors' property were stayed pursuant to the Bankruptcy Code.

Movant first became aware of said bankruptcy by letter dated October 27, 2000 from defendants-debtors attorneys.

7. At the time of the accident, the defendants-debtors RECREATIONAL MANAGEMENT/CAMPGAW MOUNTAIN were insured by Genesis Insurance Company, policy number YXB 300044C-06A.

Therefore, obtaining the requested modification and proceeding with the lawsuit will not be detrimental to the Chapter 11 Bankruptcy of defendants-debtors.

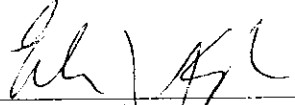
8. Movant requests that an Order be entered in his favor and that the stay imposed by 11 U.S.C. Section 362(a) be modified to permit Movant to proceed with the lawsuit against the defendants-debtors, and to proceed to the extent of the applicable insurance coverage provided in defendants-debtors' aforementioned policy with Genesis Insurance Company, which is the real party in interest herein. Said policy is annexed hereto as Exhibit "B."

9. Movant, who sustained severe injuries without any comparable fault, will suffer irreparable injury and harm if the instant motion is not granted. The bankruptcy estate will not be affected at all by said relief.

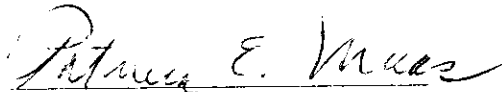
10. Reference is made to the Memorandum of Law, annexed hereto as Exhibit "C."

11. No previous application has been made for the relief sought herein.

WHEREFORE, it is respectfully prayed that this honorable Court grant the instant relief, together with such other and further relief it deems just and proper.


EILEEN MARGOLIN-KLEIN

Sworn and subscribed to
before me this 28th day
of December, 2000.



PATRICIA E. MAAS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 8/11/2003

FILED

AUG 3 1998

Scott Sekuler, Esq.
 Justin Corporate Center
 198 Route 9 North - Suite 104
 Manalapan, New Jersey 07728
 (732) 431-0755

Attorney for Plaintiff(s)

DEPUTY CLERK

CHRISTINA AMBROSIO, an infant by	:	SUPERIOR COURT OF NJ
her Guardian Ad Litem, Sharon	:	BERGEN COUNTY
Ambrosio, and SHARON AMBROSIO,	:	LAW DIVISION
Individually	:	
Plaintiffs	:	Docket No: <i>L-7155-98</i>
vs.	:	Civil Action
CAMPGAW MOUNTAIN SKI RESORT,	:	
COUNTY OF BERGEN, JOHN DOES 1-3,	:	COMPLAINT AND JURY DEMAND
Defendants	:	

Plaintiffs, CHRISTINA AMBROSIO, an infant by her Guardian Ad Litem SHARON AMBROSIO, and SHARON AMBROSIO, individually, through their attorney, Scott Sekuler, Esq., complain of the Defendants as follows:

FIRST COUNT

1. Plaintiffs, CHRISTINA AMBROSIO and SHARON AMBROSIO, are residents of the County of Nassau and State of New York currently residing at 2038 Shaw Drive, North Merrick, New York.

2. Defendant, Campgaw Mountain Ski Resort, is, and at all times hereinafter mentioned, was a corporation duly organized, existing, and doing business under and by virtue of the laws of the State of New Jersey.

3. Defendant, County of Bergen, is, and at all times mentioned was the owner and/or operator of the Campgaw Mountain Ski Resort in the County of Bergen, State of New Jersey.

4. Defendant, John Doe 1-3, upon information and belief, is a fictitious designation for one or more real persons,

proprietorships, partnerships, corporations or entities whose identity or identities is presently unknown to plaintiff who may be jointly or severally responsible for the ski resort, giving lessons, handling, cleaning, maintaining the ski equipment or manufacturing of the equipment and other matters mentioned in this Complaint.

5. Venue is properly laid in Bergen County in that it is the county in which the cause of action arose.

6. On December 27, 1995, the infant plaintiff, CHRISTINA AMBROSIO, was a patron at the Campgaw Mountain Ski Resort, in Township of Mahwah, County of Bergen owned and operated by defendants.

7. At approximately 4:35 p.m. on the aforesaid date, plaintiff, Christina Ambrosio, was seriously injured while skiing at Campgaw Mountain Ski Resort, when she was caused to fall due to her ski equipment not releasing as a result of the negligence of the defendants.

8. Plaintiff, CHRISTINA AMBROSIO, sustained severe injuries to her lower leg, to wit: a fracture, and plaintiff thereby sustained injury to her body and shock and injury to plaintiff's person, all of which injuries have caused and continue to cause plaintiff considerable mental and physical pain and discomfort. The aforementioned injuries are believed to be permanent in nature.

9. Plaintiff, CHRISTINA AMBROSIO, was required to and did employ physicians to examine, treat and care for plaintiff, and was in a cast for a long period of time and has incurred medical expenses in excess of \$1,000.00. Plaintiff was prevented from participating in the normal activities of a child.

10. Notice of claim, in the form prescribed by N.J.S.A. Title 59, was served upon Bergen County on January 23, 1996 by certified mail, return receipt requested.

WHEREFORE, Plaintiff, CHRISTINA AMBROSIO, an infant by her Guardian Ad Litem, Sharon Ambrosio and SHARON AMBROSIO, Individually, demand judgment against the Defendants for damages, together with lawful interest, costs of suit attorney's fees and such other relief that the Court may deem just and proper.

SECOND COUNT

1. The plaintiffs, CHRISTINA AMBROSIO, an infant by her Guardian Ad Litem, Sharon Ambrosio, and SHARON AMBROSIO, Individually, repeat each and every allegation contained in the First Count of the Complaint as if more fully set forth at length herein.

2. Plaintiff, CHRISTINA AMBROSIO, was a guest and a business invitee lawfully making use of the facilities provided by said Defendants on its premises.

3. The Defendants were under a duty and had undertaken to provide supervision of the aforesaid facility, and were under a duty to provide a safe place for the plaintiff and to exercise care in protecting the safety and well-being of the plaintiff.

4. The Defendants, through its agents, servant or employees negligently supervised the aforementioned recreational facility.

5. Defendants aforesaid failed and neglected to provide proper and reasonable safeguards for the safety of the plaintiff and through its agents, servant and employees, failed and refused to keep proper control and safeguards at the ski resort provided for its business invitees, and maintained faulty, defective and

inoperative ski equipment.

6. As a direct, proximate result of Defendants' negligence as aforesaid, and the hazardous conditions created thereby, plaintiff was caused and permitted to suffer severe personal injuries.

7. Plaintiff, CHRISTINA AMBROSIO, sustained severe injuries to her lower leg, to wit: a fracture, and plaintiff thereby sustained injury to her body and shock and injury to plaintiff's person, all of which injuries have caused and continue to cause plaintiff considerable mental and physical pain and discomfort. The aforementioned injuries are believed to be permanent in nature.

8. Plaintiff, CHRISTINA AMBROSIO, was required to and did employ physicians to examine, treat and care for plaintiff, and was in a cast for a long period of time and has incurred medical expenses in excess of \$1,000.00. Plaintiff was prevented from participating in the normal activities of a child.

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WHEREFORE, plaintiffs, CHRISTINA AMBROSIO an infant by her Guardian Ad Litem, Sharon Ambrosio, and SHARON AMBROSIO, Individually, demands judgment against the Defendants for damages together with costs of suit.

THIRD COUNT

1. The plaintiffs, CHRISTINA AMBROSIO, an infant by her Guardian Ad Litem, Sharon Ambrosio, and SHARON AMBROSIO, Individually, repeat each and every allegation contained in the First Count and Second Counts of the Complaint as if more fully set

forth at length herein.

2. The Plaintiff rented from the Defendant ski equipment for the purpose of skiing at Campgaw Mountain.

3. While Plaintiff was using the ski equipment in the manner described, plaintiff was caused to fall and the ski equipment did not properly release and as a proximate result plaintiff incurred serious and painful injuries, the nature of which is described above.

4. Plaintiff did not know and had no way of knowing that the ski equipment was defective or in any way unfit for the use for which there were rented to plaintiff by Defendants; Defendants were negligent in that Defendants knew or should have known and could have ascertained by reasonable inspection, that the ski equipment was defective and unfit for use as such and/or employed in an improper manner.

5. Plaintiff, CHRISTINA AMBROSIO, sustained severe injuries to her lower leg, to wit: a fracture, and plaintiff thereby sustained injury to her body and shock and injury to plaintiff's person, all of which injuries have caused and continue to cause plaintiff considerable mental and physical pain and discomfort. The aforementioned injuries are believed to be permanent in nature.

6. Plaintiff, CHRISTINA AMBROSIO, was required to and did employ physicians to examine, treat and care for plaintiff, and was in a cast for a long period of time and has incurred medical expenses in excess of \$1,000.00. Plaintiff was prevented from participating in the normal activities of a child.

7. Notice of claim, in the form prescribed by N.J.S.A. Title 59, was served upon Bergen County on January 23, 1996 by certified mail, return receipt requested.

WHEREFORE, plaintiffs, CHRISTINA AMBROSIO an infant by her Guardian Ad Litem, Sharon Ambrosio, and SHARON AMBROSIO, Individually, demands judgment against the Defendants for damages together with costs of suit.

FOURTH COUNT

1. The plaintiffs, CHRISTINA AMBROSIO, an infant by her Guardian Ad Litem, Sharon Ambrosio, and SHARON AMBROSIO, Individually, repeat each and every allegation contained in the First, Second and Third Counts of the Complaint as if more fully set forth at length herein.

2. Defendants operated a mountain ski resort and gave instruction in skiing at Campgaw Mountain Ski Resort.

3. Defendants had in their employ an instructor of skiing who gave lessons in furtherance of Defendants' business, and who is, and at all times mentioned was, the duly appointed, qualified and acting agent and employee of the Defendants.

4. Plaintiff went to Defendants' premises to receive instruction in skiing. For a consideration duly paid by plaintiff, Defendants agreed to furnish plaintiff an instructor in Skiing and assigned one to her to give such instruction.

5. The instructor not only failed to give plaintiff time and attention, but during the course of the instruction, defendant recklessly, carelessly and negligently took plaintiff to an intermediate trail and said she was qualified to ski down that mountain.

6. By reason of such recklessness, carelessness, and negligence of Defendants, its agent, and employee, plaintiff was unable to ski down the slope and fell. As a proximate result of such negligent conduct, plaintiff received severe personal injuries including a fractured leg.

7. Plaintiff in no way contributed to the described injuries. The injuries were due to the carelessness and negligence of Defendants, its agent or employee, in not properly attending to plaintiff while plaintiff was receiving instruction.

8. Plaintiff, CHRISTINA AMBROSIO, sustained severe injuries to her lower leg, to wit: a fracture, and plaintiff thereby sustained injury to her body and shock and injury to plaintiff's person, all of which injuries have caused and continue to cause plaintiff considerable mental and physical pain and discomfort. The aforementioned injuries are believed to be permanent in nature.

9. Plaintiff, CHRISTINA AMBROSIO, was required to and did employ physicians to examine, treat and care for plaintiff, and was in a cast for a long period of time and has incurred medical expenses in excess of \$1,000.00. Plaintiff was prevented from participating in the normal activities of a child.

10. Notice of claim, in the form prescribed by N.J.S.A. Title 59, was served upon Bergen County on January 23, 1996 by certified mail, return receipt requested.

WHEREFORE, plaintiffs, CHRISTINA AMBROSIO an infant by her Guardian Ad Litem, Sharon Ambrosio, and SHARON AMBROSIO, Individually, demands judgment against the Defendants for damages together with costs of suit.

FIFTH COUNT

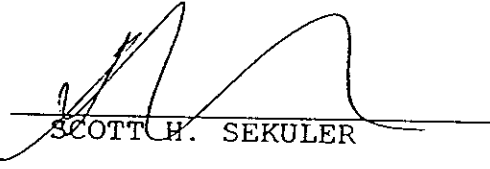
1. The plaintiff, SHARON AMBROSIO, repeats each and every allegation contained in the First, Second, Third and Fourth Counts of the Complaint as if more fully set forth at length herein.

2. As a result of said carelessness and negligence of the defendants, or any of them, plaintiff SHARON AMBROSIO, was caused to incur medical expenses and loss of services of the infant child, CHRISTINA AMBROSIO.

WHEREFORE, plaintiffs, CHRISTINA AMBROSIO an infant by her Guardian Ad Litem, Sharon Ambrosio, and SHARON AMBROSIO, Individually, demands judgment against the Defendants for damages together with costs of suit.

SCOTT H. SEKULER, ESQUIRE
Attorney for Plaintiffs

BY:


SCOTT H. SEKULER

Dated: July 24, 1998

DEMAND FOR JURY TRIAL

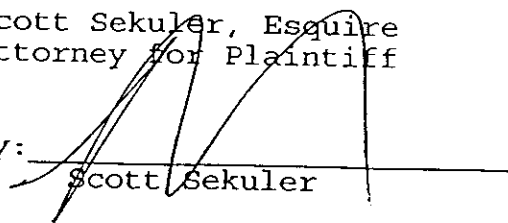
Plaintiff hereby demands trial by jury with respect to all issues so triable as of right.

DESIGNATION OF TRIAL ATTORNEY

In accordance with R. 4:25-4, Scott H. Sekuler, Esquire is hereby designated as trial counsel for plaintiff in the within matter.

Scott Sekuler, Esquire
Attorney for Plaintiff

By:


Scott Sekuler

DATED: July 8, 1998

CERTIFICATION PURSUANT TO R. 4:5-1

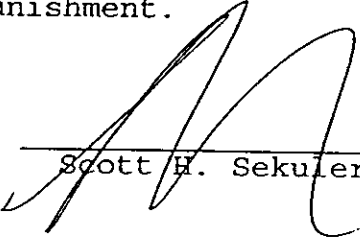
Scott Sekuler, of full age, certifies as follows:

1. I am a member of the bar of the State of New Jersey, the attorney for plaintiff in this action.

2. The matter in controversy in this action is not the subject of any other action pending in any court or of a pending arbitration proceeding. No other action or arbitration proceeding is contemplated.

3. Plaintiff is aware of no other party who should be joined in this action.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.



Scott H. Sekuler, Esq.

Dated: July 8, 1998

LAW OFFICES OF
SAMUEL A. DEGONGE
727 JORALEMON STREET
BELLEVILLE, NJ 07109
(973) 759-4700

ATTORNEY FOR
Defendant Recreational Management Corp.

SUPERIOR COURT
OF NEW JERSEY

LAW DIVISION

BERGEN COUNTY

Docket No. BER-L-7155-98

Plaintiffs

CHRISTINA AMBROSIO, an infant, by her
Guardian ad Litem, Sharon Ambrosio,
and SHARON AMBROSIO individually,

vs.

Defendants

CAMPGAW MOUNTAIN SKI RESORT , COUNTY
OF BERGEN, and JOHN DOES 1-3.

CIVIL ACTION

ANSWER TO COMPLAINT,
SEPARATE DEFENSES,
DEMANDS, DESIGNATION OF
TRIAL ATTORNEY, and
ATTORNEY'S CERTIFICATION

ANSWER TO COMPLAINT

Defendant RECREATIONAL MANAGEMENT CORP. (improperly
pleaded as "Campgaw Mountain Ski Resort"), by way of Answer
to the Complaint herein, says:

First Count

1. This defendant has no knowledge of the allegations of
Paragraph 1.

2. This defendant denies the allegations of Paragraph 2.

3. The allegations of Paragraph 3 do not apply to this
defendant.

4. This defendant has no knowledge of the allegations of

5. This defendant admits the allegations of Paragraphs 5 and 6.

6. This defendant denies the allegations of Paragraphs 7 and 8.

7. This defendant has no knowledge of the allegations of Paragraphs 9 and 10.

Second Count

1. This defendant repeats its answers as set forth above.

2. This defendant admits the allegations of Paragraph 2.

3. This defendant denies the allegations of Paragraphs 3, 4, 5, 6 and 7.

4. This defendant has no knowledge of the allegations of Paragraphs 8 and 9.

Third Count

1. This defendant repeats its answers as set forth above.

2. This defendant has no knowledge of the allegations of Paragraph 2.

3. This defendant denies the allegations of Paragraphs 3, 4 and 5.

4. This defendant has no knowledge of the allegations of Paragraphs 6 and 7.

Fourth Count

1. This defendant repeats its answers as set forth above.

2. This defendant has no knowledge of the allegations of Paragraphs 2, 3 4 and 5.

3. This defendant denies the allegations of Paragraphs 6, 7 and 8.

4. This defendant has no knowledge of the allegations of Paragraphs 9 and 10.

Fifth Count

1. This defendant repeats its answers as set forth above.

2. This defendant denies the allegations of Paragraph 2.

SEPARATE DEFENSES

1. This defendant was free from any and all negligence as set forth in the Complaint.

2. The plaintiff, by her acts and/or omissions, was guilty of the sole negligence which was the proximate cause of the damages complained of in the Complaint, and therefore cannot recover in this cause.

3. The plaintiff was guilty of contributory negligence, which negligence was greater than any alleged negligence of this defendant.

4. The damages as set forth in this cause were the result of the negligence of parties over whom this defendant exercised no control, and therefore the plaintiffs cannot recover in this cause.

5. This defendant is immune to liability for the damages claimed in the Complaint by virtue of the provisions of N.J.S.A. 5:13-1, et seq.

DEMAND FOR STATEMENT OF DAMAGES CLAIMED

This defendant demands that plaintiffs furnish a written statement of the amount of damages claimed as to each Count of the Complaint within five (5) days from the date of service of this pleading upon their attorney.

JURY DEMAND

Demand is hereby made for trial by jury.

DESIGNATION OF TRIAL ATTORNEY

Pursuant to Rule 4:25-4, SAMUEL A. DE GONGE, ESQ. is hereby designed as trial attorney for defendant RECREATIONAL MANAGEMENT CORP. (improperly pleaded as "Campgaw Mountain Ski Resort.")

Law Offices of
SAMUEL A. DE GONGE

By: 
Samuel A. DeGonge

ATTORNEY'S CERTIFICATION

I hereby certify that there is no other civil action or arbitration pending between the parties hereto known to me, nor is there any contemplated.


SAMUEL A. DE GONGE

PROOF OF MAILING

1. I, the undersigned, am employed by the firm of
SAMUEL A. DE GONGE.

2. On the date set forth below I caused to be mailed, in
a United States Postal Service mailbox in Belleville, New Jersey,
a sealed envelope, with postage prepaid thereon, containing
Answer to Complaint, etc., of defendant Recreational Management
Corp. (improperly pleaded as "Campgaw Mountain
addressed to Ski Resort")

Civil Clerk,
Superior Court of New Jersey
119 Justice Center
10 Main Street
Hackensack, NJ 07601

Scott Sekuler, Esq.
198 US Route 9 N
Manalapan, NJ 07726

I certify that the foregoing statements made by me are
true. I am aware that if any of the foregoing statements made
by me are willfully false, I am subject to punishment.

Dated: December 8, 1998


LILA ANSBACHER

Scott Sekuler, Esq.
Century Office Park
100 Craig Road, Suite 102
Manalapan, New Jersey 07726
(732) 431-0755
Attorney for Plaintiffs

CHRISTINA AMBROSIO, an infant by	:	SUPERIOR COURT OF NJ
her Guardian Ad Litem, SHARON	:	BERGEN COUNTY
AMBROSIO, and SHARON AMBROSIO,	:	LAW DIVISION
Individually	:	
Plaintiffs,	:	Docket No. BER-L-7155-98
vs.	:	
RECREATIONAL MANAGEMENT CORP.,	:	Civil Action
COUNTY OF BERGEN, JOHN DOES 1-3,	:	AMENDED COMPLAINT
Defendants.	:	AND JURY DEMAND

Plaintiffs, CHRISTINA AMBROSIO, an infant by her Guardian Ad Litem SHARON AMBROSIO, and SHARON AMBROSIO, individually, through their attorney, Scott Sekuler, Esq., complain of the Defendants as follows:

FIRST COUNT

1. Plaintiffs, CHRISTINA AMBROSIO and SHARON AMBROSIO, are residents of the County of Nassau and State of New York currently residing at 2038 Shaw Drive, North Merrick, New York.

2. Defendant, Recreational Management Corp., is, and at all times hereinafter mentioned, was a corporation duly organized, existing, and doing business under and by virtue of the laws of the State of New Jersey, and is, upon information and belief, the operator of the Campgaw Mountain Ski Resort.

3. Defendant, County of Bergen, is, and at all times mentioned was the owner and/or operator of the Campgaw Mountain Ski Resort in the County of Bergen, State of New Jersey.

4. Defendant, John Doe 1-3, upon information and belief, is a fictitious designation for one or more real persons, proprietorships, partnerships, corporations or entities whose identity or identities is presently unknown to plaintiffs who may be jointly or severally responsible for the ski resort, giving lessons, handling, cleaning, maintaining the ski equipment or manufacturing of the equipment and other matters mentioned in this Amended Complaint.

5. Venue is properly laid in Bergen County in that it is the county in which the cause of action arose.

6. On December 27, 1995, the infant plaintiff, CHRISTINA AMBROSIO, was a patron at the Campgaw Mountain Ski Resort, in Township of Mahwah, County of Bergen owned and operated by defendants.

7. At approximately 4:35 p.m. on the aforesaid date, plaintiff, Christina Ambrosio, was seriously injured while skiing at Campgaw Mountain Ski Resort, when she was caused to fall due to her ski equipment not releasing as a result of the negligence of the defendants.

8. Plaintiff, CHRISTINA AMBROSIO, sustained severe injuries to her lower leg, to wit: a fracture, and plaintiff thereby sustained injury to her body and shock and injury to plaintiff's person, all of which injuries have caused and continue to cause plaintiff considerable mental and physical pain and discomfort. The aforementioned injuries are believed to be permanent in nature.

9. Plaintiff, CHRISTINA AMBROSIO, was required to and did employ physicians to examine, treat and care for plaintiff, and was in a cast for a long period of time and has incurred medical

expenses in excess of \$1,000.00. Plaintiff was prevented from participating in the normal activities of a child.

10. Notice of claim, in the form prescribed by N.J.S.A. Title 59, was served upon Bergen County on January 23, 1996 by certified mail, return receipt requested.

WHEREFORE, Plaintiff, CHRISTINA AMBROSIO, an infant by her Guardian Ad Litem, SHARON AMBROSIO, and SHARON AMBROSIO, individually, demand judgment against the Defendants for damages, together with lawful interest, costs of suit attorney's fees and such other relief that the Court may deem just and proper.

SECOND COUNT

1. The plaintiffs, CHRISTINA AMBROSIO, an infant by her Guardian Ad Litem, Sharon Ambrosio, and SHARON AMBROSIO, Individually, repeat each and every allegation contained in the First Count of this Amended Complaint as if more fully set forth at length herein.

2. Plaintiff, CHRISTINA AMBROSIO, was a guest and a business invitee lawfully making use of the facilities provided by said Defendant on its premises.

3. The Defendant was under a duty and had undertaken to provide supervision of the aforesaid facility and were under a duty to provide a safe place for the plaintiff and to exercise care in protecting the safety and well-being of the plaintiff.

4. The Defendant, through its agents, servant or employees negligently supervised the aforementioned recreational facility.

5. Defendant aforesaid failed and neglected to provide proper and reasonable safeguards for the safety of the plaintiff and through its agents, servant and employees, failed and refused

to keep proper control and safeguards at the ski resort provided for its business invitees, and maintained faulty, defective and inoperative ski equipment.

6. As a direct, proximate result of Defendant's negligence as aforesaid, and the hazardous conditions created thereby, plaintiff was caused and permitted to suffer severe personal injuries.

7. Plaintiff, CHRISTINA AMBROSIO, sustained severe injuries to her lower leg, to wit: a fracture, and plaintiff thereby sustained injury to her body and shock and injury to plaintiff's person, all of which injuries have caused and continue to cause plaintiff considerable mental and physical pain and discomfort. The aforementioned injuries are believed to be permanent in nature.

8. Plaintiff, CHRISTINA AMBROSIO, was required to and did employ physicians to examine, treat and care for plaintiff, and was in a cast for a long period of time and has incurred medical expenses in excess of \$1,000.00. Plaintiff was prevented from participating in the normal activities of a child.

9. Notice of claim, in the form prescribed by N.J.S.A. Title 59, was served upon Bergen County on January 23, 1996 by certified mail, return receipt requested.

WHEREFORE, plaintiffs, CHRISTINA AMBROSIO an infant by her Guardian Ad Litem, SHARON AMBROSIO, and SHARON AMBROSIO, individually, demands judgment against the Defendants for damages together with costs of suit.

THIRD COUNT

1. The plaintiffs, CHRISTINA AMBROSIO, an infant by her Guardian Ad Litem, Sharon Ambrosio, and SHARON AMBROSIO,

Individually, repeat each and every allegation contained in the First Count and Second Counts of this Amended Complaint as if more fully set forth at length herein.

2. The Plaintiff rented from the Defendant ski equipment for the purpose of skiing at Campgaw Mountain.

3. While Plaintiff was using the ski equipment in the manner described, plaintiff was caused to fall and the ski equipment did not properly release and as a proximate result plaintiff incurred serious and painful injuries, the nature of which is described above.

4. Plaintiff did not know and had no way of knowing that the ski equipment was defective or in any way unfit for the use for which there were rented to plaintiff by Defendants; Defendants were negligent in that Defendants knew or should have known and could have ascertained by reasonable inspection, that the ski equipment was defective and unfit for use as such and/or employed in an improper manner.

5. Plaintiff, CHRISTINA AMBROSIO, sustained severe injuries to her lower leg, to wit: a fracture, and plaintiff thereby sustained injury to her body and shock and injury to plaintiff's person, all of which injuries have caused and continue to cause plaintiff considerable mental and physical pain and discomfort. The aforementioned injuries are believed to be permanent in nature.

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7. Notice of claim, in the form prescribed by N.J.S.A. Title 59, was served upon Bergen County on January 23, 1996 by certified mail, return receipt requested.

WHEREFORE, plaintiffs, CHRISTINA AMBROSIO an infant by her Guardian Ad Litem, SHARON AMBROSIO, and SHARON AMBROSIO, Individually, demands judgment against the Defendants for damages together with costs of suit.

FOURTH COUNT

1. The plaintiffs, CHRISTINA AMBROSIO, an infant by her Guardian Ad Litem, SHARON AMBROSIO, and SHARON AMBROSIO, individually, repeat each and every allegation contained in the First, Second and Third Counts of this Amended Complaint as if more fully set forth at length herein.

2. Defendants operated a mountain ski resort and gave instruction in skiing at Campgaw Mountain Ski Resort.

3. Defendants had in their employ an instructor of skiing who gave lessons in furtherance of Defendants' business, and who is, and at all times mentioned was, the duly appointed, qualified and acting agent and employee of the Defendants.

4. Plaintiff went to Defendants' premises to receive instruction in skiing. For a consideration duly paid by plaintiff, Defendants agreed to furnish plaintiff an instructor in Skiing and assigned one to her to give such instruction.

5. The instructor not only failed to give plaintiff time and attention, but during the course of the instruction, defendant recklessly, carelessly and negligently took plaintiff to an

intermediate trail and said she was qualified to ski down that mountain.

6. By reason of such recklessness, carelessness, and negligence of Defendants, its agent, and employee, plaintiff was unable to ski down the slope and fell. As a proximate result of such negligent conduct, plaintiff received severe personal injuries including a fractured leg.

7. Plaintiff in no way contributed to the described injuries. The injuries were due to the carelessness and negligence of Defendants, its agent or employee, in not properly attending to plaintiff while plaintiff was receiving instruction.

8. Plaintiff, CHRISTINA AMBROSIO, sustained severe injuries to her lower leg, to wit: a fracture, and plaintiff thereby sustained injury to her body and shock and injury to plaintiff's person, all of which injuries have caused and continue to cause plaintiff considerable mental and physical pain and discomfort. The aforementioned injuries are believed to be permanent in nature.

9. Plaintiff, CHRISTINA AMBROSIO, was required to and did employ physicians to examine, treat and care for plaintiff, and was in a cast for a long period of time and has incurred medical expenses in excess of \$1,000.00. Plaintiff was prevented from participating in the normal activities of a child.

10. Notice of claim, in the form prescribed by N.J.S.A. Title 59, was served upon Bergen County on January 23, 1996 by certified mail, return receipt requested.

WHEREFORE, plaintiffs, CHRISTINA AMBROSIO an infant by her Guardian Ad Litem, SHARON AMBROSIO, and SHARON AMBROSIO,

individually, demands judgment against the Defendants for damages together with costs of suit.

FIFTH COUNT

1. The plaintiffs, CHRISTINA AMBROSIO, an infant by her Guardian ad Litem, SHARON AMBROSIO, and SHARON AMBROSIO, individually, repeat each and every allegation contained in the First, Second, Third and Fourth Counts of this Amended Complaint as if more fully set forth at length herein.

2. As a result of said carelessness and negligence of the defendants, or any of them, plaintiff SHARON AMBROSIO, was caused to incur medical expenses and loss of services of the infant child, CHRISTINA AMBROSIO.

WHEREFORE, plaintiffs, CHRISTINA AMBROSIO, an infant by her Guardian Ad Litem, SHARON AMBROSIO, and SHARON AMBROSIO, individually, demand judgment against the Defendants for damages together with costs of suit.

SIXTH COUNT

1. The plaintiffs, CHRISTINA AMBROSIO, an infant by her Guardian ad Litem, SHARON AMBROSIO, and SHARON AMBROSIO, individually, repeat each and every allegation contained in the First, Second, Third, Fourth and Fifth Counts of this Amended Complaint as if more fully set forth at length herein.

2. Shortly after the December 27, 1995 accident referenced in the First Count of this Amended Complaint, the plaintiffs, by and through their attorney, notified the defendant on or about January 22, 1996, that the plaintiffs were represented by counsel and were making a claim for damages.

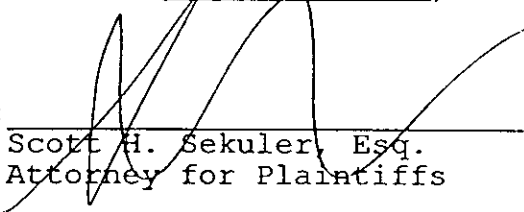
3. Despite full and complete notice of the within pending

claim on behalf of plaintiffs, Defendant Recreational Management Corp. carelessly, recklessly and negligently, fraudulently and/or intentionally disposed, concealed, and/or otherwise spoliated any evidence or documentation relating to the plaintiff's accident to the extent that any and all evidence with regard to the within claim and the allegations rendered herein have been spoliated and otherwise made unavailable to the plaintiffs herein.

4. As a direct and proximate result of the acts and omissions, aforementioned, of Defendant Recreational Management Corp., plaintiffs have been caused to suffer irreparable harm.

5. The above-referenced acts and omissions of Defendant Recreational Management Corp. are sufficient under New Jersey Law to constitute a separate claim for damages by plaintiffs, in accordance with New Jersey Statutory Law generally, and case law, and specifically pursuant to the case of Viviano v. CBS, 251 N.J. Super. 113 (App.Div. 1991).

By:


Scott H. Sekuler, Esq.
Attorney for Plaintiffs

Dated: August 11, 2000

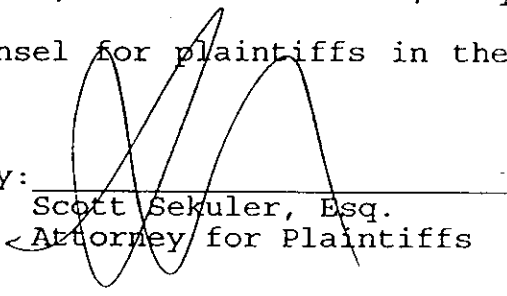
DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury with respect to all issues.

DESIGNATION OF TRIAL ATTORNEY

In accordance with R. 4:25-4, Scott H. Sekuler, Esquire is hereby designated as trial counsel for plaintiffs in the within matter.

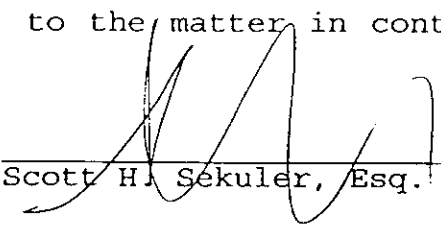
By:


Scott Sekuler, Esq.
Attorney for Plaintiffs

Dated: August 11, 2000

CERTIFICATION PURSUANT TO R. 4:5-1

I hereby certify that the matter in controversy in this action is not the subject of any other pending or contemplated Court action or arbitration with respect to the matter in controversy herein.



Scott H. Sekuler, Esq.

Dated: August 11, 2000

LAW OFFICES OF
SAMUEL A. DEGONGE

727 JORALEMON STREET
BELLEVILLE, NJ 07109

(973) 759-4700

ATTORNEY FOR

Defendant Recreational Management Corp.

Plaintiff s

CHRISTINA AMBROSIO, an infant, by her
Guardian ad Litem, Sharon Ambrosio,
and SHARON AMBROSIO individually,

vs.

Defendants

RECREATIONAL MANAGEMENT CORP.,
COUNTY OF BERGEN, and
JOHN DOES 1-3.

SUPERIOR COURT
OF NEW JERSEY

BERGEN COUNTY

LAW DIVISION

Docket No. L-7155-98

CIVIL ACTION

ANSWER TO AMENDED
COMPLAINT, SEPARATE
DEFENSES, DEMANDS,
DESIGNATION OF TRIAL
ATTORNEY, and ATTOR-
NEY'S CERTIFICATION

ANSWER TO AMENDED COMPLAINT

Defendant RECREATIONAL MANAGEMENT CORP., by way of Answer
to the Amended Complaint herein, says:

First Count

1. This defendant has no knowledge of the allegations of
Paragraph 1.
2. This defendant denies the allegations of Paragraph 2.
3. The allegations of Paragraph 3 do not apply to this
defendant.

4. This defendant has no knowledge of the allegations of Paragraph 4.

5. This defendant admits the allegations of Paragraphs 5 and 6.

6. This defendant denies the allegations of Paragraphs 7 and 8.

7. This defendant has no knowledge of the allegations of Paragraphs 9 and 10.

Second Count

1. This defendant repeats its answers as set forth above.

2. This defendant admits the allegations of Paragraph 2.

3. This defendant denies the allegations of Paragraphs 3, 4, 5, 6 and 7.

4. This defendant has no knowledge of the allegations of Paragraphs 8 and 9.

Third Count

1. This defendant repeats its answers as set forth above.

2. This defendant has no knowledge of the allegations of Paragraph 2.

3. This defendant denies the allegations of Paragraphs 3, 4 and 5.

4. This defendant has no knowledge of the allegations of Paragraphs 6 and 7.

Fourth Count

1. This defendant repeats its answers as set forth above.

2. This defendant has no knowledge of the allegations of Paragraphs 2, 3, 4 and 5.

3. This defendant denies the allegations of Paragraphs 6, 7 and 8.

4. This defendant has no knowledge of the allegations of Paragraphs 9 and 10.

Fifth Count

1. This defendant repeats its answers as set forth above.
2. This defendant denies the allegations of Paragraph 2.

SEPARATE DEFENSES

1. This defendant was free from any and all negligence as set forth in the Amended Complaint.

2. The plaintiff, by her acts and/or omissions, was guilty of the sole negligence which was the proximate cause of the damages complained of in the Amended Complaint, and therefore cannot recover in this cause.

3. The plaintiff was guilty of contributory negligence, which negligence was greater than any alleged negligence of this defendant.

4. The damages as set forth in this cause were the result of the negligence of parties over whom this defendant exercised no control, and therefore the plaintiffs cannot recover in this cause.

5. This defendant is immune to liability for the damages claimed in the Amended Complaint by virtue of the provisions of N.J.S.A. 5:13-1, et seq.

DEMAND FOR STATEMENT OF DAMAGES CLAIMED

This defendant demands that plaintiffs furnish a written statement of the amount of damages claimed as to each Count of the Amended Complaint within five (5) days from the date of service of this pleading upon their attorney.

JURY DEMAND

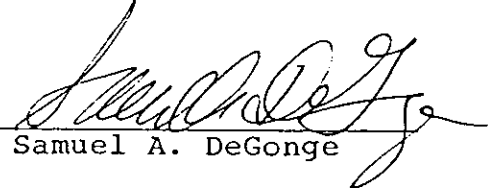
Demand is hereby made for trial by jury.

DESIGNATION OF TRIAL ATTORNEY

Pursuant to Rule 4:25-4, SAMUEL A. DE GONGE is hereby designated as trial attorney for defendant RECREATIONAL MANAGEMENT CORP.

Law Offices of
SAMUEL A. DE GONGE

By:


Samuel A. DeGonge

ATTORNEY'S CERTIFICATION

I hereby certify that there is no other civil action or arbitration pending between the parties hereto known to me, nor is there any contemplated.


SAMUEL A. DE GONGE

PROOF OF MAILING

1. I, the undersigned, am employed by the firm of
SAMUEL A. DE GONGE.


2. On the date set forth below I caused to be mailed, in
a United States Postal Service mailbox in Belleville, New Jersey,
a sealed envelope, with postage prepaid thereon, containing
Answer to Amended Complaint, etc., of defendant Recreational
Management Corp.
addressed to

Civil Clerk,
Superior Court of New Jersey
Justice Center
10 Main Street
Hackensack, NJ 07601-4031

Scott H. Sekuler, Esq.
100 Craig Road, Suite 102
Manalapan, NJ 07726

I certify that the foregoing statements made by me are
true. I am aware that if any of the foregoing statements made
by me are willfully false, I am subject to punishment.

Dated: November 5, 1999


LILA ANSBACHER

GENESIS INSURANCE COMPANY
695 East Main Street, P.O. Box 10352
Stamford, Connecticut 06904-2352

**SECTION I - COMMERCIAL LIABILITY COVERAGE FORM - DECLARATIONS
RENEWAL CERTIFICATE**

POLICY #: YXB300044C-06A
P.M. REF #: LUS0319SKA

DATE OF ISSUE: November 16, 1995
RENEWAL OF #: YXB300044B-05A

In consideration of the premium as set forth in this renewal certificate, the insurance provided by the above numbered policy is hereby renewed as expiring, for the period as set forth below, as to all terms and conditions, except as otherwise provided herein.

ITEM 1. (a) Named Insured: Recreation Management Corporation
DBA Campgaw Mountain Ski Area

(b) Address of Named Insured: 200 Campgaw Road
Mahwah, NJ 07430

ITEM 2. Limit of Liability - as Insuring Agreement 2:

(a) Limit in all in respect of each loss: \$3,000,000

(b) Limit in the aggregate for each Annual Period as respects Products Liability and Completed Operations Liability, Occupational Disease and Employees Benefits Liability: \$3,000,000

(c) Fire Damage Limit (any one fire): Included in ITEM 2. (a) above

(d) Insured's Retention applicable: \$ 2,500 per Loss, exhaustable by payment of indemnity and Supplementary Payments
\$20,000 Aggregate

(e) The Limits of Underlying Insurances: 1. Excluded - Automobile Liability
2. \$100,000 - Employers Liability

ITEM 3. Period of this Policy: Beginning at 12:01 a.m. November 1, 1995 and ending 12:01 a.m. November 1, 1996 standard time at the place of location of risks insured and in accordance with the terms and conditions of the forms(s) attached.

ITEM 4. Company's Representative: ACORDIA/PETTIT-MORRY CO., 520 Pike Street
20th Floor, Seattle, WA 98101-4695

ITEM 5. Retroactive Date: November 12, 1993 (Employee Benefit Liability Only)

ITEM 6. Annual Premium: \$45,950.00 (Subject to Annual Audit, if applicable)

ITEM 7. Deposit Premium: Per Liability Schedule

**PRODUCER IS RESPONSIBLE
FOR EARNED PREMIUMS**

ITEM 8. Minimum Premium: Per Liability Schedule

ITEM 9. Rating Exposure Basis(Condition A): Per Liability Schedule

ITEM 10. Additional Conditions: Sched-A; Endorsement No. 15; Form Nos. CG 21 47 09 89
and IL 00 17 11 85. All other terms and conditions remain
as expiring.

Genesis Insurance Company
GIC-PM22SD 95/106 (7/95) ch

Authorized Representative
Acordia/Pettit-Morry Co.



United States Bankruptcy Court
Southern District of New York

X

In Re:

Case No. 00-41065

RANDALL'S FAMILY GOLF CENTERS, INC.,
Etal.

Chapter 11

BERNSTEIN, C.J.

X

Memorandum of Law
Modification of Stay Imposed by Filing of Chapter 11 Proceeding to Allow
A Civil Lawsuit to Proceed Against Defendant-Debtors

SCOTT H. SEKULER, ESQ.
Attorney for Movant
Century Office Plaza
100 Craig Road-Suite 102
Manalapan, NJ 07726
(732) 431-0755

c/o Norych & Tallis, Esq.
111 Livingston Street
Suite 1110
Brooklyn, NY 11201
(718) 625-6486

PRELIMINARY STATEMENT AND STATEMENT OF FACTS

The underlying action arises from an accident wherein Movant sustained serious personal injuries to her leg, to wit, a fracture, while on the defendants-debtors' premises. The accident occurred on December 27, 1995 at approximately 4:35 p.m.

On August 3, 1998, a lawsuit was commenced by Movant against the defendants-debtors in the Superior Court of the State of New Jersey, County of Bergen, under the caption, *Christina Ambrosio, an infant by her guardian ad litem, Sharon Ambrosio, and Sharon Ambrosio, Individually vs. Recreational Management Corporation, County of Bergen, and John Doe 1-3.*, with index number BER-L-7155-98.

Most of the discovery has been completed and Movant's case will likely proceed to trial in the year 2001.

On May 4, 2000, the defendants-debtors thereafter filed a petition for relief under Chapter 11 of Title 11 of the United States Bankruptcy Code. The filing of said petition, pursuant to 11 U.S.C. section 362(a), placed an automatic stay on all actions involving the debtors and the debtors' property, including the lawsuit instituted by Movant against the defendants-debtors in New Jersey state court for personal injuries sustained.

Movant is entitled to relief from the automatic stay to proceed with her pending action in New Jersey state court since Movant seeks direct recovery from the debtors' insurance company. In the underlying case, indemnification is owed to Movant by Genesis Insurance Company, not personally by the defendants-debtors. Therefore, the underlying civil action will not interfere with the defendants' debtors' bankruptcy proceedings.

Furthermore, Movant has justifiable cause for relief from the automatic stay, in that: (1) the defendants-debtors and the bankruptcy estate will not endure undue hardship; (2) the hardship

endured by Movant from the automatic stay far outweighs any hardship imposed on the defendants-debtors if the stay was modified; and (3) Movant has a probability of succeeding on the underlying merits of her civil action.

POINT 1

MOVANT'S RELIEF FROM AUTOMATIC STAY WILL NOT INTERFERE WITH DEFENDANTS-DEBTORS' BANKRUPTCY PROCEEDINGS

The defendants-debtors filed their Chapter 11 bankruptcy petition with this Court in order to seek protection of their personal assets from creditors, pursuant to the United States Bankruptcy Code. As such, the automatic stay provision of the Bankruptcy Code, section 362(a), does not allow the continuation of any actions or proceedings against the debtors.

Movant seeks direct indemnification for its underlying civil action from the defendants-debtors' insurance company, Genesis Insurance Company. Genesis issued and provides coverage of the defendants-debtors' property that is the subject of the underlying civil action.

A personal injury action against the defendant-debtors should proceed where the defendants-debtors' insurance company assumes full financial responsibility for providing counsel to defend the litigation. See, *In re Fernstrom Storage and Van Co.*, 100 B.R. 1017 (Bankr. N.D. Ill. 1989), *aff'd*, 938 F.2d 731 (7th Cir. 1991).

Movant's action against the defendants-debtors for personal injuries should be allowed to proceed since the personal assets of the defendants-debtors will be protected pursuant to the United States Bankruptcy Code. Movant only seeks liability against the defendants-debtors, with indemnification of said liability to come directly from Genesis Insurance Company.

POINT 11
MOVANT HAS CAUSE TO VACATE THE AUTOMATIC STAY

Pursuant to the Bankruptcy Code section 362(d), a party in interest may petition this Court to grant relief of the automatic stay if said party can demonstrate cause for the relief. The cause for relief must be consistent with the purposes of the Bankruptcy Code in order for the Court of approve the relief sought. As such, the party in interest can demonstrate sufficient cause to warrant relief of the automatic stay if he can satisfy three facts: 1) that no great prejudice will exist to either the debtors or the bankruptcy estate from the continuation of the civil suit; 2) that the hardship endured by the party in interest from the stay far outweighs the hardship endured by the debtor if the stay is modified; and 3) that the party in interest has a likelihood of success on the merits. See, *In re Fernstrom Storage and Van Co.*, 938 F. 2d at 735-7.

Applying the Fernstrom test to the present case, the defendants-debtors will not be prejudiced by granting the movant relief of the automatic stay because there will be no monetary consequences sustained by the defendants-debtors as they are have insurance coverage for this lawsuit. In addition, if the stay is not lifted, the movant will suffer a tremendous hardship in that she will be prevented from pursuing her action for personal injuries against the defendant-debtors and the movant has incurred great expenses and time in litigating its action against the defendant-debtors. The defendants-debtors will not endure hardship if the automatic stay is lifted because their insurance company provides counsel for the defense of the action and the insurance company will also be financially liable for the defendant-debtors' actions. And finally, the movant was lawfully on defendants-debtors premises, located at Campgaw Mountain Ski Resort, Bergen County, New Jersey when she was injured. The premises is a ski resort with skiing facilities, instructors and equipment. The plaintiff was seriously injured when she was caused to fall due to

her being taken on a trail she was not qualified to ski down and her equipment did not release.
Movant is without fault.

Based upon the above facts, Movant has a high probability of succeeding on the merits of her lawsuit.

CONCLUSION

Movant is entitled to relief from the automatic stay to proceed with her pending action in New Jersey state court. Movant seeks direct recovery from the defendants-debtors insurance company, which will not interfere with the instant bankruptcy proceeding.

Movant is entitled to said relief because she has demonstrated justifiable cause. Movant has demonstrated that the defendants-debtors and the bankruptcy estate will not endure undue hardship if the automatic stay is modified to allow the underlying civil action to proceed. Movant has also demonstrated that the hardship it will endure from the persistence of the automatic stay far outweighs any hardship the defendants-debtors may suffer if the stay was modified. Further has shown that she has a high probability of succeeding on the underlying merits of her underlying lawsuit against the defendants-debtors.

Respectfully submitted,

Scott H. Sekuler, Esq.

By


Eileen Margolin-Klein, Esq.

Scott H. Sekuler, Esq.
Attorney for Movant
100 Craig Road- Suite 102
Manalapan, NJ 07726
(732) 431-0755

c/o Norych & Tallis, Esq.
111 Livingston Street
Suite 1110
Brooklyn, NY 11201

ATTORNEY VERIFICATION/SIGNING REQUIREMENT

I, Eileen Margolin-Klein, am an attorney duly admitted to practice law before the Courts of the State of New York and the Federal Court of the Southern District of New York, affirm or represent the following pursuant to CPLR 2106 or Civ. R. 11/Federal Rules.

That I am an associate of Scott H. Sekuler, Esq., attorney of record for the plaintiffs in the within action.

That I have read the foregoing NOTICE OF MOTION, ATTORNEY'S AFFIDAVIT, MEMORANDUM OF LAW & EXHIBITS and say:

That I know the contents thereof, the same is true to my own knowledge, except as to those matters I believe to be true. The reason this verification is made by me and not by the plaintiff is that plaintiff is no now in the county where your affirmant maintains his office. The grounds of my belief as to all matters not stated upon my own knowledge are as follows: conversations with the plaintiff and a review of documentation and the file maintained by my office, and/or

That the instant papers and contentions therein are certified, to the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, as not frivolous pursuant to Part-130 Of the Court Rules.

Dated: December 28, 2000
Manalapan, New Jersey

Yours, etc.

SCOTT H. SEKULER, ESQ.

By: 

EILEEN MARGOLIN-KLEIN, ESQ.
Attorney for Plaintiff(s)
100 Craig Road, Suite 102
Manalapan, New Jersey 07726
(732) 431-0755

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

In re:

RANDALL'S ISLAND FAMILY GOLF
CENTER, INC., et al,

Debtors.

Chapter 11
Case No. 00-41065 (SMB)

BERNSTEIN, C.J.

AFFIDAVIT OF SERVICE

-----X

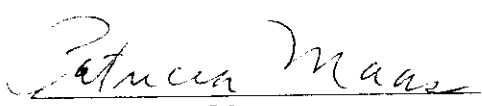
STATE OF NEW JERSEY)
) ss:
COUNTY OF MONMOUTH)

PATRICIA MAAS, being duly sworn, deposes and says:

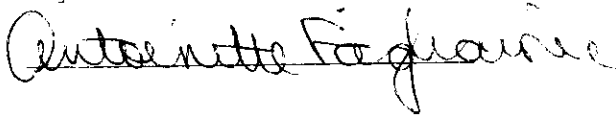
1. Deponent is not a party to the action, is 18 years of age and resides in Manalapan, New Jersey.

2. On the 29th day of December, 2000, I served the Notice of Christina Ambrosio for Relief From the Automatic Stay by First Class Mail upon:

ALL PARTIES NAMED ON THE ANNEXED SERVICE LIST
by depositing true copies of same enclosed in a post-paid properly addressed wrapper in an official depository under the exclusive care and custody of the United States Postal Service within the State of New Jersey.


PATRICIA MAAS

Sworn to before me this 29th
day of December, 2000.



ANTOINETTE FAGLIARONE
A Notary Public of New Jersey
My Commission Expires Oct. 7, 2001

SERVICE LIST

Lawrence Alan First
Fried, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, NY 10004

Samuel Degonge, Esq.
727 Joralemon Street
Belleville, NJ 07109

Brian Masumoto, Esq.
Office of the U.S. Trustee
33 Whitehall Street, 21st Floor
New York, NY 10004